

AGENDA
OCONEE COUNTY COUNCIL MEETING
TUESDAY, JULY 20, 1999
3:00 PM
OCONEE COUNTY ADMINISTRATIVE OFFICES
415 S. PINE STREET
WALHALLA, SC 29691

1. Call to Order
2. Invocation
3. Public Hearing to Receive Written and/or Oral Comments Regarding Ordinance 99-8, "AN ORDINANCE FOR THE COUNTY OF OCONEE, ENSURING PROPER PLACEMENT, INSPECTION, REGISTRATION AND COLLECTION OF TAXES FOR MANUFACTURED HOMES AS WELL AS PROVISION FOR THE ADMINISTRATION AND ENFORCEMENT THEREOF"
4. Public Comment Session Not to Extend Beyond Thirty Minutes
5. Approval of Minutes
6. Recommendation of Seventh Member of the Planning Commission – Mr. Tommy Abbott, Chairman, Planning Commission
7. Presentation of "Report to the People" – Dr. Becky Campbell, Appalachia I Health District
8. Discussion Regarding Fencing of Livestock in the Unincorporated Areas of the County – Mr. Dale Harper
9. Consideration of Bids for Construction of Seneca Health Clinic – Ms. Marianne Dillard, Purchasing Agent
10. Consideration of Bids for Furniture for County Departments – Ms. Marianne Dillard, Purchasing Agent
11. Consideration of Bids for Auditing Services – Mrs. Phyllis Lombard, Finance Director & Ms. Marianne Dillard, Purchasing Agent
12. Consideration of Approval of Resolution 99-15, "A RESOLUTION IN HONOR AND MEMORY OF THE LATE DR. ANGUS H. "JACK" WARREN"
13. Consideration of Approval of Resolution 99-16, "A RESOLUTION HONORING EVELYN STEPHENS"
14. Consideration of Approval of Resolution 99-17, "A RESOLUTION HONORING CARMELITA BAUMGARNER"

15. Consideration of Approval of Resolution 99-18, "A RESOLUTION HONORING DAVID DUBOSE"
16. Consideration of Approval of Communications Use Lease Agreement for the Long Mountain Electronic Site
17. Old Business
18. New Business
19. Adjourn

There will be an administrative briefing in executive session for the purpose of discussing, legal, contractual and personnel matters thirty minutes before the Council Meeting.

There will be a meeting of the Law Enforcement, Safety, Health, Welfare & Services Committee Tuesday, July 20, 1999 at 12:30 PM in Council Chambers for the purpose of discussing the request of the Sewer Commission to annex Coneross Wastewater Treatment Facilities into Seneca City Limits, the Appeals Board for Building Codes and Video Poker License Fee Ordinance.

Immediately following the Council Meeting, there will be a meeting of the Oconee County Purchasing, Contracting, Real Estate, Building & Grounds Committee for the purpose of discussing the Council on Aging Building and the Seneca Magistrate's Office.

Immediately following the Purchasing, Contracting, Real Estate, Building & Grounds Committee meeting there will be a meeting of the Oconee County Roads & Transportation Committee for the purpose of discussing various roadway problems.

There will be a meeting of the Oconee County Budget & Finance Committee Tuesday, August 3, 1999 at 5:00 PM for the purpose of discussing financing for hangars at the airport

Old & New Business will be discussed in each committee meeting as necessary.

MEMBERS, OCONEE COUNTY COUNCIL

Mr. Tim O. Hall, District I Mr. J. Harold Thomas, District II
Mr. Harry R. Hamilton, District III Mrs. Ann H. Hughes, District IV
Mr. Charles R. "Chuck" Timms, District V

MINUTES, OCONEE COUNTY COUNCIL MEETING

The regular meeting of the Oconee County Council was held Tuesday, July 20, 1999 at 3:00 PM in Council Chambers with all Council Members and the County Attorney present.

Press:

Members of the press notified (by mail): Journal/Tribune, Keowee Courier, Westminster News, Anderson Independent, Greenville News, WGOG Radio, WSNW Radio, WCCP Radio, WPEK Radio, Northland Cablevision, WYFF TV, WSPA TV & WLOS TV.

Members of the press present: Dick Mangrum, WGOG Radio & Terry Cregar – Journal/Tribune.

Call to Order:

The meeting was called to order by Supervisor-Chairman Orr who welcomed the guests and media.

Invocation:

Mr. Hamilton gave the invocation.

Public Hearing:

The first item on the agenda was a public hearing to receive written and/or oral comments regarding Ordinance 99-8, "AN ORDINANCE FOR THE COUNTY OF OCONEE, ENSURING PROPER PLACEMENT, INSPECTION, REGISTRATION AND COLLECTION OF TAXES FOR MANUFACTURED HOMES, AS WELL AS PROVISION FOR THE ADMINISTRATION AND ENFORCEMENT THEREOF"

There was no one present with written and/or oral comments for this public hearing.

Public Comment Period:

Ms. Mary Ashley addressed Council regarding the paving of roadways in Timberlake I Subdivision. Some of the other residents of Timberlake cited poor maintenance of the roadways.

Public Comment Period Continued:

Mr. Swafford stated there was a need for a stop sign on Whitmire Avenue.

Ms. Ashley presented the Council Clerk with a petition to have the roadways in Timberlake I paved.

Minutes:

Mr. Hall made a motion, seconded by Mr. Timms, approved 5 – 0 that the minutes of the regular meeting held July 13, 1999 be adopted as presented to Council.

Planning Commission Member:

Upon recommendation of Mr. Tommy Abbott, Chairman, Planning Commission, Mr. Hall made a motion, seconded by Mrs. Hughes, approved 5 – 0 that Mr. Howard Moore be appointed as the seventh member of the Planning Commission.

Report to the People:

Dr. Becky Campbell, Appalachian I Public Health District, presented the attached "Report to the People" to Council. In Dr. Campbell's remarks she informed Council that the core values of the health department are customer service, teamwork and use of applied scientific knowledge for decision making. The strategic plan for the district is teamwork, technology, communication, community development and marketing. (See attached reports)

Seneca Health Clinic:

Upon recommendation of Ms. Marianne Dillard, Purchasing Agent, Mr. Hall made a motion, seconded by Mr. Hamilton, approved 5 – 0 that the bid for construction of the new Seneca Health Clinic be awarded to Matrix Construction who was low bid at a cost of \$792,434 for the base bid with alternate #3 at a cost of \$1,500 for a total cost of \$793,934. (See attached bid sheet)

Mr. Thomas made a motion, seconded by Mr. Hamilton, approved 5 – 0 that Mr. Robert Gaillard, Economic Development Director, seek funding from county industries for furniture for the new clinic.

Furniture for Pine Street Offices:

Upon recommendation of Ms. Dillard, Mr. Thomas made a motion, seconded by Mr. Hall, approved 4 – 0 that the bid for furniture for the offices that will be moving to the Pine Street Complex be awarded to Corporate Express who was low bid at an approximate cost of \$46,721.49. (See attached bid sheet)

Auditing Services:

Upon recommendation of Mrs. Phyllis Lombard, Finance Director and Ms. Dillard, Mr. Timms made a motion, seconded by Mr. Hamilton, approved 5 – 0 that the bid for auditing services for fiscal year 1999 – 2000 be awarded to Byerlely and Payne who was low bid at a cost of \$26,500 with option to renew for three years. (See attached bid sheet)

Resolution 99-15:

Mr. Hall made a motion, seconded by Mr. Timms, approved 5 – 0 that Resolution 99-15, "A RESOLUTION HONORING THE LATE DR. ANGUS H. "JACK" WARREN" be adopted on first and final reading.

Resolutions 99-16 – 99-18:

Mr. Hamilton made a motion, seconded by Mr. Thomas, approved 5 – 0 that Resolution 99-16, "A RESOLUTION HONORING EVELYN STEPHENS, Resolution 99-17, "A RESOLUTION HONORING CARMELITA BAUMGARNER" and Resolution 99-18, "A RESOLUTION HONORING DAVID DUBOSE" be adopted on first and final reading.

Ordinance 99-9:

Mr. Timms made a motion, seconded by Mr. Hall, approved 5 – 0 that Ordinance 99-9, "AN ORDINANCE ESTABLISHING A UNIFORM FEE FOR ALL VIDEO POKER MACHINES LOCATED IN THE UNINCORPORATED AREAS OF OCONEE COUNTY" be adopted on first reading in title only.

AD HOC Committee:

Mrs. Hughes made a motion, seconded by Mr. Hall, approved 5 – 0 that Mrs. Daby Snipes be appointed to the AD HOC Committee to study the feasibility of a county wide recreational department.

Building Codes Committee:

Upon recommendation of Mr. Bret Caulder, Building Codes Director, Mrs. Hughes made a motion, seconded by Mr. Hall, approved 5 – 0 that there be seven members of the Building Codes Appeal Board with two alternates comprised of the following:

Individuals with knowledge and experience in the technical codes such as design professionals, contractors or building industry representatives with the one of the alternate members being a member at large from the building industry and one member at large from the public.

And further that these board members be paid on a per meeting basis plus mileage.

Mrs. Hughes made a motion, seconded by Mr. Thomas, approved 5 – 0 that Mr. Vinson Smith be appointed to represent District IV on the Building Code Appeal Board.

Collins Children's Home:

Mr. Hall informed those present that there will be a Collins Children's Home banquet July 30, 1999 at the Madren Center at a cost of \$100 per person and the Duke Endowment will match funds raised up to \$150,000, he urged everyone to support this worthy endeavor.

Housing Preservation Grant:

Mrs. Ladale Price, Grants Coordinator, presented the attached Housing Preservation Grant Agreement in the amount of \$30,000 to paint the outside of the homes that had been chosen for revitalization with the CDBG Grant. Mrs. Hughes made a motion, seconded by Mr. Hall that this grant be accepted.

Mr. Hall made a motion, seconded by Mr. Hamilton, approved 5 – 0 that this motion be amended to reapply for the additional \$30,000 when it becomes available.

The motion, as amended was then adopted 5 – 0.

Adjourn:

Adjourn: 4:15 PM

Minutes, Oconee County Council Meeting

July 20, 1999

Respectfully Submitted

Opal O. Green

Opal O. Green
Council Clerk

BID TABULATION FORM

Oconee County Bid No. 98-39
 Oconee County Health Clinic
 Architect's Project Number: 9725

Contractor	Addendum Received	Contractor's License Number	Bidder's License Number	Bid Bond (5%)	Base Bid	Alt#1	Alt.#2	Alt#3	Subcontractor
Norungolo-Davis Piedmont, SC	Yes	G10073	B051080	Yes	910,200.00	deduct 3,000.00	deduct 4,000.00	no change	Site <u>72,000</u> Plbg <u>44,000</u> Mech <u>88,000</u> Elec <u>112,000</u> F.P. <u>15,000</u>
SYS Associates Greenville, SC	Yes	G10734	B51568	Yes	887,387.00	deduct 3,100.00	deduct 4,710.00	add 1,500.00	Site <u>44,619</u> Plbg <u>52,381</u> Mech <u>81,320</u> Elec <u>94,000</u> F.P. <u>18,050</u>
Matrix Construction Anderson, SC	Yes	G95725	B95725	Yes	792,434.00 ✓	deduct 2,927.00	deduct 3,850.00	add 1,500.00 ✓	Site <u>33,000</u> Plbg <u>45,095</u> Mech <u>72,570</u> Elec <u>93,000</u> F.P. <u>18,050</u>
M&R Construction Inman, SC	Yes	G16372	B54679	Yes	889,696.00	deduct 3,150.00	deduct 3,850.00	add 3,050.00	Site <u>40,000</u> Plbg <u>36,245</u> Mech <u>72,570</u> Elec <u>72,500</u> F.P. <u>38,412</u>

Batson Architects, Inc.
 220 North Main Street, Suite 403
 Greenville, SC 29601



batson
architects

RECEIVED

JUL 15 1999

OCONEE COUNTY
PURCHASING DEPT.

14 July 1999

Marianne A. Dillard, Purchasing Agent
Oconee County
415 S. Pine Street
Walhalla, SC 29691

Project: Oconee County Health Clinic
Seneca, SC
9725

Dear Ms. Dillard:

We are writing to offer our recommendation on the award of the construction contract for the Oconee County Health Clinic, Oconee County Bid No. 98-39. Bids were received and opened at 4:00 p.m. on 13 July 1999 at the Oconee County Council Chamber. Four bids were received as indicated on the attached bid tabulation sheet.

In reviewing the bids we found that all appeared properly prepared and were accompanied by the required bid security. The low bidder is Matrix Construction Company of Anderson, SC. Their base bid amount is Seven Hundred Ninety-Two Thousand Four Hundred Thirty Four Dollars (\$792,434.00). This is less than the estimated Eight Hundred Seven Thousand Five Hundred Dollars (\$807,500.00) construction cost included in the proposed budget detail submitted to Mr. Orr in December.

The bid submitted by Matrix Construction also offered inclusion of Alternate No. 3 for an additional sum of \$1,500. Under Alternate No. 3, the building contractor is to provide and pull communication cable for telephone and computer networks in the building. Termination of these cables at the devices would be performed by the vendors providing those systems, which are not part of the construction contract.

We recommend award of the construction contract to Matrix Construction in the amount of Seven Hundred Ninety-Three Thousand Nine Hundred Thirty-Four Dollars (\$793,934.00) to perform the work including Alternate No. 3.

Sincerely,


Paul R. Cook AIA

sl

Batson Architects, Inc.

Greenville Commons • 220 N. Main Street, Suite 403 • Greenville, South Carolina 29601

e-mail lpb3@bainc.com • fax 864.235.5318

tel 864.233.2232

Architecture • Master Planning • Space Programming • Interior Design

DESCRIPTION	Corporate Express			Alexander's Office Supply	
	Est. Quantity	Price Each	Total	Price Each	Total
Base Bid:					
Double pedestal desk, 30" x 60"	1	296.19	296.19	299.75	299.75
Double pedestal desk, 36" x 72"	5	423.19	2,115.95	352.50	1,762.50
Single pedestal desk, 30" x 66"	11	264.69	2,911.59	276.89	3,045.79
Single pedestal desk, 36" x 72"	5	285.56	1,427.80	299.79	1,498.95
Return for desk, 24" x 48"	15	184.09	2,761.35	192.95	2,894.25
Credenza, 24" x 72" w/doors	1	348.56	348.56	352.90	352.90
Credenza 24" x 72" w/kneespace	14	289.65	4,055.10	302.90	4,240.60
Hutch for credenza 72" x 37" high	14	274.92	3,848.88	288.25	4,035.50
Center drawer	12	43.37	520.44	45.80	549.60
Keyboard drawer	19	108.01	2,052.19	114.95	2,184.05
Keyboard drawer	1	119.87	119.87	125.60	125.60
Corner unit	1	238.11	238.11	246.95	246.95
42" bridge	1	69.13	69.13	72.95	72.95
Peninsula	1	166.91	166.91	174.95	174.95
Bookcase, 2 shelves	1	92.05	92.05	96.75	96.75
Bookcase, 4 shelves	7	140.34	982.38	147.15	1,030.05
Bookcase, 5 shelves	11	166.91	1,836.01	174.95	1,924.45
Chair, executive, with arms	9	207.31	1,865.79	212.85	1,915.65
Chair, secretarial	56	139.95	7,837.20	146.70	8,215.20
Chair, guest	36	106.78	3,844.08	111.79	4,024.44
File cabinet, 2 drawer, letter, wood	8	197.19	1,577.52	206.70	1,653.60
File cabinet, 2 drawer, letter, metal	1	162.80	162.80	169.95	169.95
File cabinet, 3 drawer, letter, metal	2	162.80	325.60	231.50	463.00
File cabinet, 4 drawer, letter, metal	15	215.75	3,236.25	290.80	4,362.00
File cabinet, 5 drawer, letter, metal	1	341.93	341.93	355.50	355.50
Conference table w/base, 3' x 6'	1	342.42	342.42	354.40	354.40
Conference table w/base, 4' x 8'	3	373.52	1,120.56	390.80	1,172.40
SC Sales Tax			2,224.83		2,361.09
GRAND TOTAL			\$46,721.49		\$49,582.82
Delivery for "need immediately" items		4 - 5 weeks		4 weeks or less from Bid Award. *Most in matter of 2 to 3 days if needed.	
Attended Bid Opening:					
Donna McAlister, Marianne Dillard, Terri King and Jim Hames - Corporate Express					

DESCRIPTION	Holcomb's Office Supply			Klingman Williams	
	Est. Quantity	Price Each	Total	Price Each	Total
Base Bid:					
Double pedestal desk, 30" x 60"	1	313.73	313.73	339.78	339.78
Double pedestal desk, 36" x 72"	5	363.13	1,815.65	393.29	1,966.45
Single pedestal desk, 30" x 66"	11	292.06	3,212.66	303.65	3,340.15
Single pedestal desk, 36" x 72"	5	302.46	1,512.30	327.58	1,637.90
Return for desk, 24" x 48"	15	195.00	2,925.00	211.19	3,167.85
Credenza, 24" x 72" w/doors	1	369.20	369.20	399.86	399.86
Credenza 24" x 72" w/kneespace	14	306.80	4,295.20	332.27	4,651.78
Hutch for credenza 72" x 37" high	14	291.20	4,076.80	315.38	4,415.32
Center drawer	12	45.93	551.16	49.75	597.00
Keyboard drawer	19	114.40	2,173.60	123.90	2,354.10
Keyboard drawer	1	126.96	126.96	137.51	137.51
Corner unit	1	252.20	252.20	273.14	273.14
42" bridge	1	73.23	73.23	79.31	79.31
Peninsula	1	176.80	176.80	191.48	191.48
Bookcase, 2 shelves	1	97.50	97.50	105.60	105.60
Bookcase, 4 shelves	7	148.63	1,040.41	160.97	1,126.79
Bookcase, 5 shelves	11	176.80	1,944.80	191.48	2,106.28
Chair, executive, with arms	9	198.03	1,782.27	233.25	2,099.25
Chair, secretarial	56	148.20	8,299.20	160.51	8,988.56
Chair, guest	36	113.10	4,071.60	122.49	4,409.64
File cabinet, 2 drawer, letter, wood	8	208.86	1,670.88	226.21	1,809.68
File cabinet, 2 drawer, letter, metal	1	177.23	177.23	191.95	191.95
File cabinet, 3 drawer, letter, metal	2	234.86	469.72	254.37	508.74
File cabinet, 4 drawer, letter, metal	15	268.66	4,029.90	318.66	4,779.90
File cabinet, 5 drawer, letter, metal	1	294.23	294.23	403.14	403.14
Conference table w/base, 3' x 6'	1	362.70	362.70	392.82	392.82
Conference table w/base, 4' x 8'	3	395.63	1,186.89	428.48	1,285.44
SC Sales Tax			2,365.09		2,587.97
GRAND TOTAL			\$49,666.91		\$54,347.39
Delivery for "need immediately" items		4 weeks		4 weeks	

DESCRIPTION	Office Environments			School Specialty	
	Est. Quantity	Price Each	Total	Price Each	Total
Base Bid:					
Double pedestal desk, 30" x 60"	1	333.04	333.04	354.71	354.71
Double pedestal desk, 36" x 72"	5	385.48	1,927.40	405.84	2,029.20
Single pedestal desk, 30" x 66"	11	297.62	3,273.82	320.18	3,521.98
Single pedestal desk, 36" x 72"	5	321.08	1,605.40	343.05	1,715.25
Return for desk, 24" x 48"	15	207.00	3,105.00	231.83	3,477.45
Credenza, 24" x 72" w/doors	1	391.92	391.92	412.12	412.12
Credenza 24" x 72" w/kneespace	14	325.68	4,559.52	347.54	4,865.56
Hutch for credenza 72" x 37" high	14	309.12	4,327.68	328.39	4,597.46
Center drawer	12	51.06	612.72	58.54	702.48
Keyboard drawer	19	115.46	2,193.74	129.40	2,458.60
Keyboard drawer	1	128.34	128.34	142.41	142.41
Corner unit	1	267.92	267.92	288.03	288.03
42" bridge	1	77.74	77.74	102.80	102.80
Peninsula	1	187.68	187.68	209.99	209.99
Bookcase, 2 shelves	1	103.50	103.50	127.91	127.91
Bookcase, 4 shelves	7	157.78	1,104.46	180.84	1,265.88
Bookcase, 5 shelves	11	187.68	2,064.48	209.99	2,309.89
Chair, executive, with arms	9	219.42	1,974.78	247.90	2,231.10
Chair, secretarial	56	154.10	8,629.60	167.39	9,373.84
Chair, guest	36	114.08	4,106.88	136.06	4,898.16
File cabinet, 2 drawer, letter, wood	8	221.72	1,773.76	241.18	1,929.44
File cabinet, 2 drawer, letter, metal	1	192.74	192.74	208.44	208.44
File cabinet, 3 drawer, letter, metal	2	255.76	511.52	268.09	536.18
File cabinet, 4 drawer, letter, metal	15	320.16	4,802.40	330.53	4,957.95
File cabinet, 5 drawer, letter, metal	1	408.94	408.94	411.26	411.26
Conference table w/base, 3' x 6'	1	385.02	385.02	405.39	405.39
Conference table w/base, 4' x 8'	3	419.98	1,259.94	439.48	1,318.44
SC Sales Tax			2,515.50		2,742.60
GRAND TOTAL			\$52,825.44		\$57,594.52
		Freight & Instal.	2,500.00		
			\$55,325.437		
Delivery for "need immediately" items		3 - 4 weeks except		5 to 8 working	
		conference table -		days	
		1 week longer			

BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
415 S. PINE ST., ROOM 107, WALHALLA, SC 29691

The Corporate Express
Submits herewith our Bid in response to bid request number shown above, and in compliance with
the description(s) and/or specification(s) attached hereto for furniture for various county offices.

BASE BID (Grand Total from page 3)	\$ <u>44,496.⁶⁶</u>
S. C. Sales Tax (5%)	<u>2,224.⁸³</u>
TOTAL Bid Price	\$ <u>46,721.⁴⁹</u>

The above stated bid is based on all applicable specifications, drawings, etc. associated with this
bid and the following additional Addenda issued subsequent to the basic specifications and/or
drawings.

NOTE TO BIDDER: List all Addenda with dates of any issued. If no additional Addenda are
issued, write the word "NONE".

Addendum Number	Date
_____	_____
_____	_____

Bid shall include delivery to location stated on Bid Notice. Show any exception, deviation, extra
computation, or information on Bid Supplemental Form attached hereto.

Completion/Delivery Date ARO: 4-5 weeks after the receipt of order.

Bidding Organization: Corporate Express

Mailing Address: P.O. Box 5986, Greenville, SC 29606

Signature of Bidder's Representative: Jim Hames

Print Name of Bidder's Representative: Jim Hames

Title: Vice President Date: 7-15-99

Telephone: (864) 255-3910 Fax: (864) 255-3965

BID SUPPLEMENTAL FORM

OCONEE COUNTY PURCHASING DEPARTMENT

415 S. PINE STREET, ROOM 107

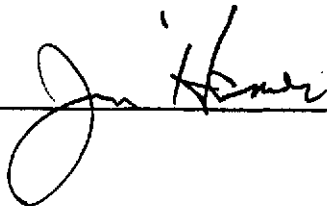
WALHALLA, SOUTH CAROLINA 29691

DATE: 7-15-99 BID NO 99-02

The Corporate Express takes the following exceptions:
(Bidder)

Items noted as requiring immediate delivery could be subject to a 21% up-charge to meet your delivery requirements since a wholesaler's inventory may be utilized for those items. Corporate Express has no control over manufacturer or wholesaler product availability which affects delivery schedules.

SIGNATURE: _____



BID NO. 99-02
(Use this number on envelopes and
all related correspondence.)

BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
415 S. PINE ST., ROOM 107, WALHALLA, SC 29691

The Alexander's Office Supply - Walhalla, SC.
Submits herewith our Bid in response to bid request number shown above, and in compliance with
the description(s) and/or specification(s) attached hereto for furniture for various county offices.

BASE BID (Grand Total from page 3) \$ 47,221.73
S. C. Sales Tax (5%) 2,361.09
TOTAL Bid Price \$ 49,582.82

The above stated bid is based on all applicable specifications, drawings, etc. associated with this
bid and the following additional Addenda issued subsequent to the basic specifications and/or
drawings.

NOTE TO BIDDER: List all Addenda with dates of any issued. If no additional Addenda are
issued, write the word "NONE".

Addendum Number	Date
<u>None</u>	_____
_____	_____

Bid shall include delivery to location stated on Bid Notice. Show any exception, deviation, extra
computation, or information on Bid Supplemental Form attached hereto.

Completion/Delivery Date ARO: AS Needed - Immediate Date - less than 4 weeks - Some
Bidding Organization: Alexander's Office Supply - more
Mailing Address: 118 E Main St., Walhalla, S.C. - 29691 2 to 3
Signature of Bidder's Representative: Thomas C. Alexander Days
Print Name of Bidder's Representative: THOMAS C. ALEXANDER
Title: Owner Date: 7-12-99
Telephone: 864-638-2988 Fax: 864-638-9353

BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
415 S. PINE ST., ROOM 107, WALHALLA, SC 29691

The HOLCOMB'S OFFICE SUPPLY, INC.

Submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for furniture for various county offices.

BASE BID (Grand Total from page 3)	\$ <u>47301.82</u>
S. C. Sales Tax (5%)	<u>2365.09</u>
TOTAL Bid Price	\$ <u>49666.91</u>

The above stated bid is based on all applicable specifications, drawings, etc. associated with this bid and the following additional Addenda issued subsequent to the basic specifications and/or drawings.

NOTE TO BIDDER: List all Addenda with dates of any issued. If no additional Addenda are issued, write the word "NONE".

Addendum Number	Date
<u>NONE</u>	<u>—</u>
<u>NONE</u>	<u>—</u>

Bid shall include delivery to location stated on Bid Notice. Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Completion/Delivery Date ARO: DELIVERY = 4 WKS. & ASSEMBLY TIME WILL VARY

Bidding Organization: HOLCOMB'S OFFICE SUPPLY OF SC

Mailing Address: P.O. Box 577 WEST WALTON SC 29696

Signature of Bidder's Representative: Kenneth E. Johns, Jr.

Print Name of Bidder's Representative: KENNETH E. JOHNS, JR.

Title: V. P. & TREAS. Date: 7-12-99

Telephone: 638. 5478 Fax: 638. 5440

BID SUPPLEMENTAL FORM

OCONEE COUNTY PURCHASING DEPARTMENT

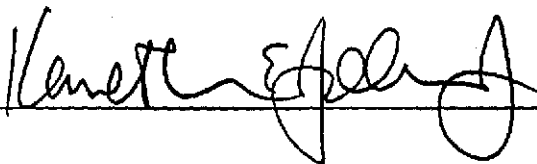
415 S. PINE STREET, ROOM 107

WALHALLA, SOUTH CAROLINA 29691

DATE: 7-12-99 BID NO 99-02

The HOLCOMB'S OFFICE SUPPLY INC takes the following exceptions:
(Bidder)

HOW FURNITURE MUST BE ORDERED IN MINIMUM
INCREMENTS OF \$11,000 at BID PRICES.

SIGNATURE: 

BID NO. 99-02
(Use this number on envelopes and
all related correspondence.)

BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
415 S. PINE ST., ROOM 107, WALHALLA, SC 29691

The KLINGMAN WILLIAMS
Submits herewith our Bid in response to bid request number shown above, and in compliance with
the description(s) and/or specification(s) attached hereto for furniture for various county offices.

BASE BID (Grand Total from page 3)	\$ <u>51,758.92</u>
S. C. Sales Tax (5%)	<u>2,587.95</u>
TOTAL Bid Price	\$ <u>54,346.87</u>

The above stated bid is based on all applicable specifications, drawings, etc. associated with this
bid and the following additional Addenda issued subsequent to the basic specifications and/or
drawings.

NOTE TO BIDDER: List all Addenda with dates of any issued. If no additional Addenda are
issued, write the word "NONE".

Addendum Number	Date
<u>NONE</u>	<u> </u>
<u> </u>	<u> </u>

Bid shall include delivery to location stated on Bid Notice. Show any exception, deviation, extra
computation, or information on Bid Supplemental Form attached hereto.

Completion/Delivery Date ARO: 4 WEEKS

Bidding Organization: KLINGMAN WILLIAMS

Mailing Address: 301 RIVER STREET GREENVILLE, SC 29601

Signature of Bidder's Representative: 

Print Name of Bidder's Representative: ALITA WEBSTER

Title: ACCOUNT MGR. Date: 7/13/99

Telephone: (864) 241-0564 Fax: (864) 241-9990

BID NO. 99-02

(Use this number on envelopes and all related correspondence.)

BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
415 S. PINE ST., ROOM 107, WALHALLA, SC 29691

The OFFICE ENVIRONMENTS OF GREENVILLE
Submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for furniture for various county offices.

BASE BID (Grand Total from page 3)	\$ <u>50,309.94</u>
S. C. Sales Tax (5%)	<u>2,515.49</u>
Freight & Installation	<u>2,500.00</u>
TOTAL Bid Price	\$ <u>55,325.43</u>

The above stated bid is based on all applicable specifications, drawings, etc. associated with this bid and the following additional Addenda issued subsequent to the basic specifications and/or drawings.

NOTE TO BIDDER: List all Addenda with dates of any issued. If no additional Addenda are issued, write the word "NONE".

Addendum Number	Date
_____	_____
_____	_____

Bid shall include delivery to location stated on Bid Notice. Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Completion/Delivery Date ARO: 3-4 WEEKS EXCEPT FOR CONFERENCE TABLES - ABOUT 1 WEEK LONGER

Bidding Organization: OFFICE ENVIRONMENTS OF GREENVILLE

Mailing Address: 1280 RIDGE ROAD; GREENVILLE, SC 29607

Signature of Bidder's Representative: *Charles Littleton*

Print Name of Bidder's Representative: CHARLES LITTLETON

Title: ACCOUNT EXECUTIVE Date: JULY 14, 1999

Telephone: 864-281-9500 Fax: 864-281-9555

BID NO. 99-02

(Use this number on envelopes and all related correspondence.)

BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
415 S. PINE ST., ROOM 107, WALHALLA, SC 29691

The School Specialty / Bechtley Cardy Co.
Submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for furniture for various county offices.

BASE BID (Grand Total from page 3) \$ 54,851.92

S. C. Sales Tax (5%) 2,742.60

TOTAL Bid Price 57,594.52
** 2nd. option 54,546.07
+ 5% tax 2,727.36
57,273.37*

The above stated bid is based on all applicable specifications, drawings, etc. associated with this bid and the following additional Addenda issued subsequent to the basic specifications and/or drawings.

NOTE TO BIDDER: List all Addenda with dates of any issued. If no additional Addenda are issued, write the word "NONE".

Addendum Number _____ Date _____
"NONE"

* Fabric Card is being sent Directly to you from HON.

Bid shall include delivery to location stated on Bid Notice. Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Completion/Delivery Date ARO: _____

Bidding Organization: School Specialty / Bechtley Cardy

Mailing Address: 7608 Waterford Lake Dr Suite 1827, Charlotte, NC 28210

Signature of Bidder's Representative: Nancy Ekstone

Print Name of Bidder's Representative: Nancy Ekstone

Title: Sales Representative Date: 7/13/99

Telephone: 704-556-9159 Fax: 704-556-9259

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

RESOLUTION 99-15

WHEREAS, it was with great sadness that the Oconee County Council Members learned of the untimely death of the late Angus H. "Jack" Warren, M.D.; and

WHEREAS, the Oconee County Council would like to express heartfelt sympathy to Dr. Warren's family and adopt this resolution in his honor and memory; and

WHEREAS, Dr. Warren was a South Carolina native, being born in Charleston, having graduated Clemson University in 1970 and the Medical University of South Carolina in 1975; and

WHEREAS, Dr. Warren was a post graduate I & II of the University of Missouri in Columbia, Missouri and completed his residency in emergency medicine at Bowman-Gray School of Medicine in Winston-Salem, NC; and

WHEREAS, Dr. Warren came to Oconee Memorial Hospital as the Emergency Department Director in 1990, during his tenure Dr. Warren formed the Blue Ridge Emergency Physicians P.A. to provide continuous emergency physician coverage for Oconee Memorial Hospital; and

WHEREAS, Dr. Warren served as Vice Chief of the Oconee Memorial Hospital Medical Staff in 1998 and the Chief of Medical Staff in 1999; and

WHEREAS, it is the hope of the Oconee County Council that Dr. Warren's life will inspire those whose life he touched to show love and care to all people they come into contact with.

NOW THEREFORE, BE IT RESOLVED, in Council duly assembled, that the official Records & Minutes of the Oconee County Council contain the following:

"OCONEE COUNTY RECOGNIZES THE DEDICATION, SERVICE AND COUNTLESS HOURS OF CARE DR. WARREN GAVE THE CITIZENS OF OCONEE COUNTY IN HIS ROLE AS EMERGENCY DEPARTMENT DIRECTOR. AS A RESULT OF HIS ALTRUISTIC SERVICE AND LIFESTYLE THE EMERGENCY DEPARTMENT OF OCONEE MEMORIAL HOSPITAL, WILL FOR MANY YEARS BE A BETTER PLACE IN WHICH TO PERFORM MEDICAL SERVICES FOR CITIZENS IN NEED OF EMERGENCY CARE."

BE IT FURTHER RESOLVED, "OCONEE COUNTY COUNCIL RECOGNIZES DR. WARREN'S CONTRIBUTIONS AS A MEMBER OF THE AMERICAN COLLEGE EMERGENCY PHYSICIANS, THE VOLUNTEERS IN MEDICAL MISSIONS, THE ADVISORY COUNCIL OF OCONEE CHRISTIAN ACADEMY AND WELCOME WESLEYAN CHURCH."

APPROVED & ADOPTED on first and final reading this 20th day of July, 1999 as evidenced by the hand of the Chairman of the Oconee County Council and the attest of the Council Clerk.

Harrison E. Orr
Supervisor-Chairman
Oconee County Council

Attest:

Opal O. Green
Council Clerk

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

RESOLUTION 99-16

WHEREAS, Ms. Evelyn Stephens began working as a Clerk in the Oconee County Sheriff's Department January 19, 1976; and she is now a Secretary II in the Communications Department; and

WHEREAS, Ms. Stephens is retiring, effective August 20, 1999 after more than twenty-three years of unstinting service to the citizens of Oconee County; and

WHEREAS, Ms. Stephens has performed the duties assigned to her in a professional and courteous manner; and

WHEREAS, the members of the Oconee County Council for themselves individually, and as a body, and on behalf of the citizens of Oconee County desire to express to Ms. Stephens their heartfelt thanks and appreciation for the many hours of service and effort which she has given the Oconee County Sheriff's Office and the citizens of Oconee County.

NOW THEREFORE, BE IT RESOLVED, in Council duly assembled, that the official Records and Minutes of the Oconee County Council contain the following:

"OCONEE COUNTY COUNCIL RECOGNIZES THE MANY HOURS AND SACRIFICES MADE BY MS. EVELYN STEPHENS AS AN EMPLOYEE OF THE OCONEE COUNTY SHERIFF'S DEPARTMENT ON BEHALF OF THE COUNTY AND HER CITIZENS; THAT BECAUSE OF SUCH UNSELFISH DEVOTION TO HER DUTIES IN THE SHERIFF'S DEPARTMENT FOR THE PAST TWENTY-THREE YEARS, MS. STEPHENS WILL BE REMEMBERED FOR HER ALTRUISTIC SERVICE TO THE COUNTY AND HER CITIZENS"

AND IT IS SO RESOLVED AND ADOPTED on first and final reading this thirteenth day of July 1999.

Harrison E. Orr
Supervisor-Chairman
Oconee County Council

Attest:

Opal O. Green, Clerk
Oconee County Council

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

RESOLUTION 99-17

WHEREAS, Ms. Carmelita Baumgarner was employed as a Secretary with the Oconee County Civil Defense June 1, 1973; and

WHEREAS, Ms. Baumgarner, who retired June 30, 1999, was, at the time of her retirement Administrative Assistant II in the Oconee County Emergency Preparedness Department; and

WHEREAS, Ms. Baumgarner performed her duties in the Civil Defense and Emergency Preparedness in a highly professional and courteous manner; and

WHEREAS, the members of the Oconee County Council, for themselves individually, and as a body, and on behalf of the citizens of Oconee County desire to express to Ms. Baumgarner their heartfelt thanks and appreciation for the many hours of service and effort which she has given to the County and her citizens.

NOW THEREFORE, BE IT RESOLVED, in Council duly assembled, that the official Records and Minutes of the Oconee County Council contain the following:

“OCONEE COUNTY COUNCIL RECOGNIZES THE MANY HOURS AND SACRIFICES MADE BY MS. BAUMGARNER AS AN EMPLOYEE IN CIVIL DEFENSE AND EMERGENCY PREPAREDNESS DEPARTMENT ON BEHALF OF THE COUNTY AND HER CITIZENS; THAT BECAUSE OF UNSELFISH DEVOTION TO HER DUTIES FOR THE PAST TWENTY-SIX YEARS, MS. BAUMGARNER WILL BE REMEMBERED FOR HER ALTRUISTIC SERVICE TO THE COUNTY AND HER CITIZENS.

AND IT IS SO RESOLVED AND ADOPTED on first and final reading this thirteenth day of July 1999.

Harrison E. Orr
Supervisor-Chairman
Oconee County Council

Attest:

Opal O. Green, Clerk
Oconee County Council

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

RESOLUTION 99-18

WHEREAS, Mr. David Dubose began working with the Oconee County Road Department as an Assistant Black Top Foreman May 23, 1977; and

WHEREAS, Mr. Dubose, who retired June 25, 1999, was an Equipment Operator III with the Oconee County Road Department, at the time of his retirement; and

WHEREAS, Mr. Dubose performed his duties in the Road Department in a professional and courteous manner; and

WHEREAS, the members of the Oconee County Council for themselves individually, and as a body, and on behalf of the citizens of Oconee County desire to express to Mr. Dubose their heartfelt thanks and appreciation for the many hours of service and effort which he gave to the Oconee County Road Department and the citizens of Oconee County.

NOW THEREFORE, BE IT RESOLVED, in Council duly assembled, that the official Records and Minutes of the Oconee County Council contain the following:

"OCONEE COUNTY COUNCIL RECOGNIZES THE MANY HOURS AND SACRIFICES MADE BY MR. DUBOSE AS AN EMPLOYEE OF THE OCONEE COUNTY ROAD DEPARTMENT ON BEHALF OF THE COUNTY AND HER CITIZENS; THAT BECAUSE OF SUCH UNSELFISH DEVOTION TO HIS DUTIES FOR THE PAST TWENTY-TWO YEARS, MR.DUBOSE WILL BE REMEMBERED FOR HIS ALTRUISTIC SERVICE TO THE COUNTY AND HER CITIZENS"

AND IT IS SO RESOLVED AND ADOPTED on first and final reading this thirteenth day of July 1999.

Harrison E. Orr
Supervisor-Chairman
Oconee County Council

Attest:

Opal O. Green, Clerk
Oconee County Council

HOUSING PRESERVATION GRANT AGREEMENT

This agreement dated _____, is between
Oconee County (name),
415 S. Pine Street, Walhalla, SC 29691 (address), the grantee, organized and operating
under South Carolina (authorizing State statute), and the United States of
America acting through the Farmers Home Administration (FmHA). FmHA agrees to
grant a sum not to exceed
\$ 30,000.00, subject to the terms and conditions of this agreement;
provided, however, that the grant funds actually advanced and not needed for grant
purposes shall be returned immediately to FmHA. The Housing Preservation Grant
(HPG) statement of activities approved by FmHA, is attached, and shall commence
within 10 days of the date of execution of this agreement by FmHA and be completed by
_____ (date). FmHA may terminate the grant in whole, or in part,
at any time before the date of completion, whenever it is determined that the grantee has
failed to comply with the conditions of this grant agreement or FmHA regulations related
hereto. The grantee may appeal adverse decisions in accordance with FmHA's appeal
procedures contained in Subpart B of Part 1900 of this chapter.

In consideration of said grant by FmHA to the grantee, to be made pursuant to Section
533 of the Housing Act of 1949, HPG program, the grantee will provide such a program
in accordance with the terms of this grant agreement and applicable FmHA regulations.

PART A Definitions.

1. "Beginning date" means the date this agreement is executed by
FmHA and costs can be incurred.
2. "Ending date" means the date this agreement is scheduled to be
completed. It is also the latest date grant funds will be provided under this
agreement, without an approved extension.
3. "Disallowed costs" are those charges to a grant which FmHA
determines cannot be authorized in accordance with applicable Federal
cost principles contained in 7 CFR Parts 3015 and 3016, as appropriate.
4. "Grant closeout" is the process by which the grant operation is
concluded at the expiration of the grant period or following a decision to
terminate the grant.

5. "Termination" of the grant means the cancellation of Federal assistance, in whole or in part, at any time before the date of completion.

PART B Terms of agreement.

FmHA and the grantee agree that:

1. All grant activities shall be limited to those authorized in this subpart.

2. This agreement shall be effective when executed by both parties.

3. The HPG activities approved by FmHA shall commence and be completed by the date indicated above, unless earlier terminated under paragraph B, 18, of this grant agreement, or extended.

4. The grantee shall carry out the HPG activities and processes as described in the approved statement of activities which is made a part of this grant agreement. Grantee will be bound by the activities and processes set forth in the statement of activities and the further conditions set forth in this grant agreement. If the statement of activities is inconsistent with this grant agreement, then the latter will govern. A change of any activities and processes must be in writing and must be signed by the approval official.

5. The grantee shall use grant funds only for the purposes and activities approved by FmHA in the HPG budget. Any uses not provided for in the approved budget must be approved in writing by FmHA in advance.

6. If the grantee is a private nonprofit corporation, expenses charged for travel or per diem will not exceed the rates paid to Federal employees or (if lower) an amount authorized by the grantee for similar purposes. If the grantee is a public body, the rates will be those that are allowable under the customary practice in the government of which the grantee is a party; if none are customary, the FmHA rates will be the maximum allowed.

7. Grant funds will not be used for any of the following:
 - (a) To pay obligations incurred before the beginning date or after the ending date of this agreement;
 - (b) For any entertainment purposes;
 - (c) To pay for any capital assets, the purchase of real estate or vehicles, the improvement or renovation of the grantee's office space, or for the repair or maintenance of privately owned vehicles;
 - (d) Any other purpose specified in §1944.664 (g) or §1944.666 (b) of this subpart; or
 - (e) For administrative expenses exceeding 20 percent of the HPG grant funds.
8. The grant funds shall not be used to substitute for any financial support previously provided and currently available or assured from any other source.
9. The dispersal of grants will be governed as follows:
 - (a) In accordance with Treasury Circular 1075 (fourth revision) Part 205, Chapter II of Title 31 of the Code of Federal Regulations, grant funds will be provided by FmHA as cash advances on an as needed basis not to exceed one advance every 30 days. The advance will be made by direct Treasury check to the grantee. In addition, the grantee must submit Standard Form (SF) 272, "Federal Cash Transactions Report," each time an advance of funds is made. This report shall be used by FmHA to monitor cash advances made to the grantee. The financial management system of the recipient organization shall provide for effective control over and accountability for all Federal funds as stated in 7 CFR Parts 3015 and 3016.

(b) Cash advances to the grantee shall be limited to the minimum amounts needed and shall be timed to be in accord only with the actual, immediate cash requirements of the grantee in carrying out the purpose of the planned project. The timing and amount of cash advances shall be as close as administratively feasible to the actual disbursements by the grantee for direct program costs (as identified in the grantee's statement of activities and budget and fund use plan) and proportionate share of any allowable indirect costs.

(c) Grant funds should be promptly refunded to the FmHA and redrawn when needed if the funds are erroneously drawn in excess of immediate disbursement needs. The only exceptions to the requirement for prompt refunding are when the funds involved:

(i) Will be disbursed by the recipient organization within 7 calendar days from the date of the Treasury check; or

(ii) Are less than \$10,000 and will be disbursed within 30 calendar days from the date of the Treasury check.

(d) Grantee shall provide satisfactory evidence to FmHA that all officers of the grantees' organization authorized to receive and/or disburse Federal funds are covered by fidelity bonds in an amount not to exceed the grant amount to protect FmHA's interests.

10. The grantee will submit performance, financial, and annual reports as indicated in this subpart to the appropriate FmHA office. These reports must be reconciled to the grantees' accounting records, especially on the final report.

(a) As needed, but not more frequently than once every 30 calendar days, submit an original and two copies of SF-270, "Request for Advance or Reimbursement." In addition, the grantee must submit an SF-272, each time an advance of funds is made. This report shall be used by FmHA to monitor cash advances made to the grantee.

(b) Quarterly reports will be submitted within 15 days, but no later than 45 days after the end of each calendar quarter. An original and one copy of SF-269, "Financial Status Report," and a quarterly performance report in accordance with §1944.683 of this subpart. Item 10, g (total program outlays) of SF-269, should be less any rebates, refunds, or other discounts.

(c) Within 90 days after the termination or expiration of the grant agreement, an original and two copies of SF-269, and a final performance report which will include a summary of the project's accomplishments, problems, and planned future activities of the grantee for HPG. Final reports may serve as the last quarterly report.

(d) FmHA may require performance reports more frequently if deemed necessary.

11. In accordance with Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State and Local Governments" (available in any FmHA office), compensation for employees will be considered reasonable to the extent that such compensation is consistent with that paid for similar work in other activities of the State or local government.

12. If the grant exceeds \$100,000, cumulative transfers among direct cost budget categories totaling more than 5 percent of the total budget must have prior written approval by FmHA.

13. The results of the program assisted by grant funds may be published by the grantee without prior review by FmHA, provided that such publications acknowledge the support provided by funds pursuant to the provisions of Title V of the Housing Act of 1949, as amended, and that five copies of each such publications are furnished to FmHA.

14. The grantee certifies that no person or organization has been employed or retained to solicit or secure this grant for a commission, percentage, brokerage, or contingent fee.

15. No person in the United States shall, on the grounds of race, religion, color, sex, familial status, age, national origin, or handicap, be excluded from participating in, be denied the proceeds of, or be subject to discrimination in connection with the use of grant funds. Grantee will comply with the nondiscrimination regulations of FmHA contained in Subpart E of Part 1901 of this chapter.

16. In all hiring or employment made possible by or resulting from this grant, the grantee:

(a) Will not discriminate against any employee or applicant for employment because of race, religion, color, sex, familial status, age, national origin, or handicap, and

(b) Will take affirmative action to insure that employees are treated during employment without regard to their race, religion, color, sex, familial status, age, national origin, or handicap. This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(c) In the event grantee signs a contract related to this grant which would be covered by any Executive Order, law, or regulation prohibiting discrimination, grantee shall include in the contract the "Equal Employment Clause" as specified by Form RD 400-1, "Equal Opportunity Agreement."

17. The grantee accepts responsibility for accomplishing the HPG program as submitted and included in its preapplication, application, including its statement of activities. The grantee shall also:

(a) Endeavor to coordinate and provide liaison with State and local housing organizations, where they exist.

(b) Provide continuing information to FmHA on the status of grantee HPG programs, projects, related activities, and problems.

(c) InForm RD as soon as the following types of conditions become known:

(i) Problems, delays, or adverse conditions which materially affect the ability to attain program objectives, prevent the meeting of time schedules or goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated, new time schedules required and any FmHA assistance needed to resolve the situation.

(ii) Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

18. The grant closeout and termination procedures will be as follows:

(a) Promptly after the date of completion or a decision to terminate a grant, grant closeout actions are to be taken to allow the orderly discontinuation of grantee activity.

(i) The grantee shall immediately refund to FmHA any uncommitted balance of grant funds.

(ii) The grantee will furnish to FmHA within 90 calendar days after the date of completion of the grant, SF-269 and all financial, performance, and other reports required as a condition of the grant, including a final audit report, as required by 7 CFR Parts 3015 and 3016.

(iii) The grantee shall account for any property acquired with HPG grant funds or otherwise received from FmHA.

(iv) After the grant closeout, FmHA retains the right to recover any disallowed costs which may be discovered as a result of an audit.

(b) When there is reasonable evidence that the grantee has failed to comply with the terms of this grant agreement, the State Director can, on reasonable notice, suspend the grant pending corrective action or terminate the grant in accordance with paragraph B, 18 (c) of this grant agreement. In such instances, FmHA may reimburse the grantee for eligible costs incurred prior to the effective date of the suspension or termination and may allow all necessary and proper costs which the grantee could not reasonably avoid. FmHA will withhold further advances and grantees are prohibited from further use of grant funds, pending corrective action.

(c) Grant termination will be based on the following:

(i) Termination for cause. This grant may be terminated in whole, or in part, at any time before the date of completion, whenever FmHA determines that the grantee has failed to comply with the terms of this agreement. The reasons for termination may include, but are not limited to, such problems as:

(A) Failure to make reasonable and satisfactory progress in attaining grant objectives.

(B) Failure of grantee to use grant funds only for authorized purposes.

(C) Failure of grantee to submit adequate and timely reports of its operation.

(D) Violation of any of the provisions of any laws administered by FmHA or any regulation issued thereunder.

(E) Violation of any nondiscrimination or equal opportunity requirement administered by FmHA in connection with any FmHA programs.

(F) Failure to maintain an accounting system acceptable to FmHA.

(ii) Termination for convenience. FmHA or the grantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in case of partial termination, the portion to be terminated.

(d) FmHA shall notify the grantee in writing of the determination and the reasons for and the effective date of the suspension or termination. Except for termination for convenience, grantees have the opportunity to appeal a suspension or termination under FmHA's appeal procedure, Subpart B of Part 1900 of this chapter.

19. Upon any default under its representatives or agreements set forth in this instrument, the grantee, at the option and demand of FmHA, will, to the extent legally permissible, repay to FmHA forthwith the grant funds received with interest at the rate of 5 percent per annum from the date of the default. The provisions of this grant agreement may be enforced by FmHA, at its options and without regard to prior waivers by it or previous defaults of the grantee, by judicial proceedings to require specific performance of the terms of this grant agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by FmHA to assure compliance with the provisions of this grant agreement and the laws and regulations under which this grant is made.

20. Extension of this grant agreement, modifications of the statement of activities, or changes in the grantee's budget may be approved by FmHA provided, in FmHA's opinion, the extension or modification is justified and there is a likelihood that the grantee can accomplish the goals set out and approved in the statement of activities during the period of the extension and/or modifications as specified in § 1944.684 of this subpart.

PART C Grantee agrees:

1. To comply with property management standards for expendable and nonexpendable personal property established by 7 CFR Parts 3015 and 3016.
2. To provide a financial management system which will include:
 - (a) Accurate, current, and complete disclosure of the financial results of each grant. Financial reporting will be on a cash basis. The financial management system shall include a tracking system to insure that all program income, including loan repayments, are used properly.
 - (b) Records which identify adequately the source and application of funds for grant-supported activities. Those records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
 - (c) Effecting control over and accountability for all funds, property, and other assets. Grantee shall adequately safeguard all such assets and shall assure that they are solely for authorized purposes.
 - (d) Accounting records supported by source documentation.
3. To retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of at least 3 years after the submission of the final performance report, in accordance with paragraph B 10 (c) of this grant agreement, except in the following situations:
 - (a) If any litigation, claim, audit, or investigation is commenced before the expiration of the 3-year period, the records shall be retained until all litigations, claims, audit, or investigative findings involving the records have been resolved.
 - (b) Records for nonexpendable property acquired by FmHA, the 3-year retention requirement is not applicable.

(c) When records are transferred to or maintained by FmHA, the 3-year retention requirement is not applicable.

(d) Microfilm copies may be substituted in lieu of original records. FmHA and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the grantee which are pertinent to the specific grant program for the purpose of making audits, examinations, excerpts, and transcripts.

4. To provide information as requested by FmHA concerning the grantee's actions in soliciting citizen participation in the applications process, including published notices of public meetings, actual public meetings held, and content of written comments received.

5. Not to encumber, transfer, or dispose of the property or any part thereof, furnished by FmHA or acquired wholly or in part with HPG funds without the written consent of FmHA.

6. To provide FmHA with such periodic reports of grantee operations as may be required by authorized representatives of FmHA.

7. To execute Form RD 400-1, and to execute any other agreements required by FmHA to implement the civil rights requirements.

8. To include in all contracts in excess of \$100,000, a provision for compliance with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, 42 U.S.C. §1875C-9, as amended. Violations shall be reported to FmHA and the Regional Office of the Environmental Protection Agency.

9. That no member of Congress shall be admitted to any share or part of this grant or any benefit that may arise therefrom, but this provision shall not be construed to bar as a contractor under the grant a public-held corporation whose ownership might include a member of Congress.

10. That all nonconfidential information resulting from its activities shall be made available to the general public on an equal basis.

11. That the purpose for which this grant is made may complement, but shall not duplicate programs for which monies have been received, are committed, or are applied for from other sources, public and private.

12. That the grantee shall relinquish any and all copyrights and/or privileges to the materials developed under this grant, such material being the sole property of the Federal Government. In the event anything developed under this grant is published in whole or in part, the material shall contain a notice and be identified by language to the following effect: "The material is the result of tax-supported research and as such is not copyrightable. It may be freely reprinted with the customary crediting of the source."

13. That the grantee shall abide by the policies promulgated in 7 CFR Parts 3015 or 3016, as applicable, which provides standards for use by grantees in establishing procedures for the procurement of supplies, equipment, and other services with Federal grant funds.

14. That it is understood and agreed that any assistance granted under this grant agreement will be administered subject to the limitations of Title V of the Housing Act of 1949, as amended, 42 U.S.C 1471, et. seq., and related regulations, and that all rights granted to FmHA herein or elsewhere may be exercised by it in its sole discretion to carry out the purposes of the assistance, and protect FmHA's financial interest.

15. That the grantee will adopt a standard of conduct that provides that, if an employee, officer, or agency of the grantee, or such person's immediate family members conducts business with the grantee, the grantee must not:

- (a) Participate in the selection, award, or administration of a contract to such persons for which Federal funds are used;

(b) Knowingly permit the award or administration of the contract to be delivered to such persons or other immediate family members or to any entity (i.e., partnerships, corporations, etc.) in which such persons or their immediate family members have an ownership interest; or

(c) Permit such person to solicit or accept gratuities, favors, or anything of monetary value from landlords or developers of rental or ownership housing projects or any other person receiving HPG assistance.

16. That the grantee will be in compliance with and provide the necessary forms concerning the Debarment and Suspension and the Drug-free Workplace requirements found in §1944.654 of this subpart.

17. That the grantee will comply with the requirements in respect to rental properties and cooperatives (co-ops) and will execute an agreement with the owners or co-op as found in §§1944.662 and 1944.663 of this subpart, specifically:

(a) If the co-op or rental property owner(s) or their successors in interest fail to carry out the requirements of this grant agreement, the ownership agreement, or any requirements noted in this subpart during the applicable period, they shall make a payment to FmHA in an amount that equals the total amount of the assistance provided by the grantee plus interest thereon (without compounding) for each year and any fraction thereof that the assistance was outstanding. The interest rate shall be that as determined by FmHA at the time of infraction taking into account the average yield on outstanding marketable long-term obligations of the United States during the month preceding the date on which the assistance was initially made available.

(b) Notwithstanding any other provision of law, any assistance provided shall constitute a debt, which is payable in the case of any failure to carry out the agreement between the grantee and the rental property owner(s) or co-op and shall be secured by the security instruments provided by them to FmHA.

18. That all requirements of this subpart concerning HPG's will be followed.

PART D FmHA agrees:

1. That it will assist the grantee, within available appropriations, with such technical and management assistance as needed in coordinating the statement of activities with local officials, comprehensive plans, and any State or area plans for improving housing for very low- and low-income households in the area in which the project or program is located.

2. That at its sole discretion, FmHA may at any time give any consent, deferment, subordination, release, satisfaction, or termination of any or all of the grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as the grantor may determine to be:

(a) Advisable to further the purposes of the grant or to protect FmHA's financial interests therein; and

(b) Consistent with the statutory purposes of the grant and the limitations of the statutory authority under which it is made and FmHA's regulations.

PART E Attachments:

The statement of activities is attached to and made a part of this grant agreement.

This grant agreement is subject to current FmHA regulations and any future regulations not inconsistent with the express terms hereof.

Grantee has caused this grant agreement to be executed by its duly authorized _____,

properly attested to and its corporate seal affixed by its duly authorized _____.

Attest: Grantee:

By: _____

(Title)

Date of Execution of Grant Agreement by Grantee:

United States Of America
Farmers Home Administration

By: BERNIE L. WRIGHT

State Director
(Title)

Date of Execution of Grant Agreement by FmHA:

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